

State of New Hampshire  
Bureau of Purchase and Property  
25 Capitol Street, State House Annex  
Concord, New Hampshire 03301-6398

Date: 8/16/2004

Bid No.: 88

Date of Bid Opening: 8/31/2004

Time of Bid Opening: 1:30

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: ALAN HOFMANN, PURCHASING AGENT/kc  
TEL. NO: (603) 271-2550 - FAX No. (603) 271-2700

**BID INVITATION FOR CONTRACT FOR: ASBESTOS CONTAINING MATERIAL (ACM) ABATEMENT SERVICES**

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

**GENERAL CONDITIONS AND INSTRUCTIONS:**

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**Bids.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

**OFFER.** The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

**Company**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Tel. #:(local)** \_\_\_\_\_ **(Toll free)** \_\_\_\_\_

**Fax #:** \_\_\_\_\_ **(EMAIL)** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**(TYPE OR PRINT NAME)**

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

# CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

**2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

**3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

**4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

**5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

## **7. PERSONNEL.**

**7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

**7.2.** The person signing this agreement on behalf of the State, or his or her delegatee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

## **8. EVENT OF DEFAULT; REMEDIES.**

**8.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

**8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or

**8.1.2.** failure to submit any report required hereunder; or

**8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

**8.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

**8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

**8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

**8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

**8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**BID INVITATION FOR A CONTRACT FOR:**  
**ASBESTOS CONTAINING MATERIAL (ACM) ABATEMENT SERVICES**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for *ACM ABATEMENT SERVICES* to be ordered by the State of New Hampshire agencies as needed, during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

**CONTRACT TERM:**

The contract shall become effective upon execution by the Vendor and the approval of the Commissioner of the NH Department of Administrative Services. Initial contract period shall begin upon notification of award and shall extend through **JUNE 1, 2006**. Contract terms may be extended in one-year increments upon the recommendation and approval of DAS, not to extend beyond **JUNE 1, 2009**. The State of New Hampshire shall have the right to terminate any contract at any time by giving the vendor a thirty-(30) day written notice.

**BID PRICES:**

The prices bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Bid prices should be government and/or educationally discounted prices.

**ABILITY TO PROVIDE:**

Successful bidder must be capable of providing each State of New Hampshire agency, institution, political sub-divisions and authorized non-profit organizations with their entire requirements of ACM ABATEMENT SERVICES without any delay or substitution.

**AUDITS AND ACCOUNTING:**

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the Terms and Conditions of this bid invitation, determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all services provided by each agency, institution, political sub-divisions and authorized non-profit organizations.

**ESTIMATED USAGE:**

The hours indicated in the "offer" section of this bid invitation is an estimate only for bid award calculations.

These hours are indicated for informational purposes only and shall not be considered minimum or guaranteed hours, nor shall they be considered maximum hours.

**VENDOR CERTIFICATIONS:**

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION**

Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):  
<http://www.admin.state.nh.us/purchasing>

**NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION**

person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

**INSURANCE AND WORKER'S COMPENSATION:**

**The successful bidder shall furnish to the State appointed Project Supervisor, prior to the start of any work, insurance certificates for comprehensive general liability, automotive liability and worker's compensation in accordance ATTACHMENT A**

Please note ATTACHMENT A – STATE OF NEW HAMPSHIRE INSURANCE REQUIREMENTS  
NOTE THE REQUIREMENTS MARKED WITH AN "X"

**INVOICING:**

Invoicing shall be done on the basis of each order completed. Invoices shall clearly indicate the quantity, description, date of services provided, contract number and contract price.

**TERMS:**

Net 30 days after completion of work and reports

**CONTRACT AWARD:**

**VENDORS MUST SUBMIT PRICING ON ALL ITEMS LISTED IN OFFER SECTION - PARTIAL BIDS WILL NOT BE ACCEPTED**

**IF AN ITEM IS NO CHARGE TO THE STATE OF NEW HAMPSHIRE, THE VENDOR SHALL ENTER \$0.00 IN THE OFFER.**

The award of the contract shall be based upon the low total net for each county listing of the ACM ABATEMENT SERVICES indicated in the "offer" section of this bid invitation.

Additional awards may be awarded if deemed in the best interest of the State of New Hampshire.

**CONTRACT AGREEMENT:**

This form contract, which is to be completed by incorporating the service requirements and price conditions established by the vendor's proposal, shall be promptly executed by the successful vendor and the State following notification of award. This form shall be part of all proposals and may not be omitted, waived or modified.

Failure to include the P-37 in the proposal may result in the rejection of the bid

Attached and incorporated herein is EXHIBIT A "SCOPE OF SERVICES" for all acm abatement services

THE SUCCESSFUL VENDOR(S) WILL BE SUPPLIED WITH A COMPLETED EXHIBIT A "SCOPE OF SERVICES" INDICATING THE ESTIMATED AMOUNT OF ACM TO BE REMOVED AND THE LOCATION OF THE PROJECT. PRIOR TO THE START OF WORK, THE SUCCESSFUL VENDOR(S) WILL SUBMIT A PROPOSAL USING THE SCHEDULE OF RATES AND ALL EQUIPMENT AND SUPPLIES NEEDED TO COMPLETE THE PROJECT.

**SCHEDULE OF RATES:**

**PERSONNEL**

ALL RATES WILL START WHEN PERSONNEL ARRIVES AT THE WORK SITE

ALL RATES WILL STOP WHEN PERSONNEL LEAVES THE WORK SITE

ALL RATES ARE INCLUSIVE RATES THAT INCLUDE LABOR, MILEAGE, PARKING, TOLLS TRANSPORTATION, LODGING AND MEALS

THE PERSONNEL SHALL BE REQUIRED TO BRING THE PROPER AND BASIC TOOLS AND SUPPLIES APPLICABLE WHEN FIRST ARRIVING AT THE WORK SITE.

THE PERSONNEL SHALL OBTAIN ANY SUPPLIES NEEDED TO COMPLETE THE JOB AT THE MOST EXPEDITIOUS AND COST EFFECTIVE MANNER

# COOS COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### **PIPE: (PRICE PER LINEAR FOOT)**

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	
			TOTAL \$ _____

### **PLASTER: (PRICE PER SQUARE FOOT)**

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
			TOTAL \$ _____

### **FLOOR TILE: (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

## COOS COUNTY

### FLOOR TILE: (PRICE PER SQUARE FOOT)

#### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### VINYL FLOOR: (PRICE PER SQUARE FOOT)

#### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

#### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## COOS COUNTY

### INSULATION BOARD AND PAPER

UP TO ½" – PRICE PER SQUARE FOOT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**VINYL COVE BASE: (PRICE PER LINEAR FOOT)**

WITHOUT MASTIC \$ \_\_\_\_\_

WITH MASTIC \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**CAULKING COMPOUND (PRICE PER LINEAR FOOT)**

CAULKING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**GLAZING COMPOUND (PRICE PER LINEAR FOOT)**

GLAZING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)**

ASBESTOS SHINGLE SIDING \$ \_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASPHALT ROOF (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_

#### **1000 SQUARE FEET OR MORE:**

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## COOS COUNTY

GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS \$ \_\_\_\_\_

# GRAFTON COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### **PIPE: (PRICE PER LINEAR FOOT)**

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	
			TOTAL \$ _____

### **PLASTER: (PRICE PER SQUARE FOOT)**

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
			TOTAL \$ _____

### **FLOOR TILE: (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------



# GRAFTON COUNTY

## FLOOR TILE: (PRICE PER SQUARE FOOT)

### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## VINYL FLOOR: (PRICE PER SQUARE FOOT)

### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

# GRAFTON COUNTY

## INSULATION BOARD AND PAPER

## UP TO 1/2" – PRICE PER SQUARE FOOT

\$\_\_\_\_\_

TOTAL \$\_\_\_\_\_

### VINYL COVE BASE: (PRICE PER LINEAR FOOT)

## WITHOUT MASTIC

\$\_\_\_\_\_

WITH MASTIC

\$\_\_\_\_\_

TOTAL \$\_\_\_\_\_

### CAULKING COMPOUND (PRICE PER LINEAR FOOT)

## CAULKING COMPOUND

\$\_\_\_\_\_

TOTAL \$\_\_\_\_\_

### GLAZING COMPOUND (PRICE PER LINEAR FOOT)

## GLAZING COMPOUND

\$\_\_\_\_\_

TOTAL \$\_\_\_\_\_

### ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)

## ASBESTOS SHINGLE SIDING

\$\_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT \$

TOTAL \$\_\_\_\_\_

### ASPHALT ROOF (PRICE PER SQUARE FOOT)

### UNDER 1000 SQUARE FEET:

SHINGLE:

\$\_\_\_\_\_

## ROLL ROOFING:

\$\_\_\_\_\_

## ASPHALT BUILD UP

\$\_\_\_\_\_

## ASPHALT BUILD UP WITH STONE:

\$\_\_\_\_\_

### 1000 SQUARE FEET OR MORE:

SHINGLE:

\$\_\_\_\_\_

## ROLL ROOFING:

\$\_\_\_\_\_

## ASPHALT BUILD UP

\$

## ASPHALT BUILD UP WITH STONE:

\$

TOTAL \$

**GRAFTON COUNTY**

**GRAND TOTAL FOR PROJECT MANAGER,**

ABATEMENT WORKER AND MATERIALS \$

# CARROLL COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### PIPE: (PRICE PER LINEAR FOOT)

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	
			TOTAL \$ _____



### PLASTER: (PRICE PER SQUARE FOOT)

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
			TOTAL \$ _____



### FLOOR TILE: (PRICE PER SQUARE FOOT)

#### UNDER 1000 SQUARE FEET:

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

# CARROLL COUNTY

## FLOOR TILE: (PRICE PER SQUARE FOOT)

### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## VINYL FLOOR: (PRICE PER SQUARE FOOT)

### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## CARROLL COUNTY

### INSULATION BOARD AND PAPER

UP TO ½" – PRICE PER SQUARE FOOT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**VINYL COVE BASE: (PRICE PER LINEAR FOOT)**

WITHOUT MASTIC \$ \_\_\_\_\_

WITH MASTIC \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**CAULKING COMPOUND (PRICE PER LINEAR FOOT)**

CAULKING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**GLAZING COMPOUND (PRICE PER LINEAR FOOT)**

GLAZING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)**

ASBESTOS SHINGLE SIDING \$ \_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASPHALT ROOF (PRICE PER SQUARE FOOT)**

#### UNDER 1000 SQUARE FEET:

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_

#### 1000 SQUARE FEET OR MORE:

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## CARROLL COUNTY

GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS \$ \_\_\_\_\_

# **BELKNAP COUNTY**

## **PROJECT MANAGER:**

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____
TOTAL FOR PROJECT MANAGER \$ _____			

## **ABATEMENT WORKER:**

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____
TOTAL FOR ABATEMENT WORKER: \$ _____			



## **MATERIALS:**

### **PIPE: (PRICE PER LINEAR FOOT)**

AIRCELL	< 6"	\$ _____	
	> 6"	\$ _____	
CAL/MAG	< 6"	\$ _____	
	> 6"	\$ _____	TOTAL \$ _____

### **PLASTER: (PRICE PER SQUARE FOOT)**

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	TOTAL \$ _____

### **FLOOR TILE: (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

## **BELKNAP COUNTY**

### **FLOOR TILE: (PRICE PER SQUARE FOOT)**

#### **1000 SQUARE FEET OR MORE:**

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### **VINYL FLOOR: (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

#### **1000 SQUARE FEET OR MORE:**

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### **GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)**

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### **TRANSITE: (PRICE PER SQUARE FOOT)**

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### **CEILING TILE: PRICE PER SQUARE FOOT**

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## **BELKNAP COUNTY**

### **INSULATION BOARD AND PAPER**

**UP TO ½" – PRICE PER SQUARE FOOT**      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**VINYL COVE BASE: (PRICE PER LINEAR FOOT)**

WITHOUT MASTIC      \$ \_\_\_\_\_

WITH MASTIC      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**CAULKING COMPOUND (PRICE PER LINEAR FOOT)**

CAULKING COMPOUND      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**GLAZING COMPOUND (PRICE PER LINEAR FOOT)**

GLAZING COMPOUND      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)**

ASBESTOS SHINGLE SIDING      \$ \_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASPHALT ROOF (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

SHINGLE:      \$ \_\_\_\_\_

ROLL ROOFING:      \$ \_\_\_\_\_

ASPHALT BUILD UP      \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE:      \$ \_\_\_\_\_

#### **1000 SQUARE FEET OR MORE:**

SHINGLE:      \$ \_\_\_\_\_

ROLL ROOFING:      \$ \_\_\_\_\_

ASPHALT BUILD UP      \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE:      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

## **BELKNAP COUNTY**

**GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS**      \$ \_\_\_\_\_



# MERRIMACK COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### **PIPE: (PRICE PER LINEAR FOOT)**

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	TOTAL \$ _____

### **PLASTER: (PRICE PER SQUARE FOOT)**

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	TOTAL \$ _____

### **FLOOR TILE: (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

## MERRIMACK COUNTY

### FLOOR TILE: (PRICE PER SQUARE FOOT)

#### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### VINYL FLOOR: (PRICE PER SQUARE FOOT)

#### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

#### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## MERRIMACK COUNTY

### INSULATION BOARD AND PAPER

UP TO ½" – PRICE PER SQUARE FOOT      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**VINYL COVE BASE: (PRICE PER LINEAR FOOT)**

WITHOUT MASTIC      \$ \_\_\_\_\_

WITH MASTIC      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**CAULKING COMPOUND (PRICE PER LINEAR FOOT)**

CAULKING COMPOUND      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**GLAZING COMPOUND (PRICE PER LINEAR FOOT)**

GLAZING COMPOUND      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)**

ASBESTOS SHINGLE SIDING      \$ \_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASPHALT ROOF (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

SHINGLE:      \$ \_\_\_\_\_

ROLL ROOFING:      \$ \_\_\_\_\_

ASPHALT BUILD UP      \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE:      \$ \_\_\_\_\_

#### **1000 SQUARE FEET OR MORE:**

SHINGLE:      \$ \_\_\_\_\_

ROLL ROOFING:      \$ \_\_\_\_\_

ASPHALT BUILD UP      \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE:      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

## MERRIMACK COUNTY

GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS      \$ \_\_\_\_\_

# SULLIVAN COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### PIPE: (PRICE PER LINEAR FOOT)

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	
			TOTAL \$ _____



### PLASTER: (PRICE PER SQUARE FOOT)

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
			TOTAL \$ _____



### FLOOR TILE: (PRICE PER SQUARE FOOT)

#### UNDER 1000 SQUARE FEET:

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

## SULLIVAN COUNTY

### FLOOR TILE: (PRICE PER SQUARE FOOT)

#### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### VINYL FLOOR: (PRICE PER SQUARE FOOT)

#### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

#### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## SULLIVAN COUNTY

### INSULATION BOARD AND PAPER

UP TO ½" – PRICE PER SQUARE FOOT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**VINYL COVE BASE: (PRICE PER LINEAR FOOT)**

WITHOUT MASTIC \$ \_\_\_\_\_

WITH MASTIC \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**CAULKING COMPOUND (PRICE PER LINEAR FOOT)**

CAULKING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**GLAZING COMPOUND (PRICE PER LINEAR FOOT)**

GLAZING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)**

ASBESTOS SHINGLE SIDING \$ \_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASPHALT ROOF (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_

#### **1000 SQUARE FEET OR MORE:**

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## SULLIVAN COUNTY

GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS \$ \_\_\_\_\_

# CHESHIRE COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### PIPE: (PRICE PER LINEAR FOOT)

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	
			TOTAL \$ _____

### PLASTER: (PRICE PER SQUARE FOOT)

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
			TOTAL \$ _____

### FLOOR TILE: (PRICE PER SQUARE FOOT)

#### UNDER 1000 SQUARE FEET:

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

## CHESHIRE COUNTY

### FLOOR TILE: (PRICE PER SQUARE FOOT)

#### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### VINYL FLOOR: (PRICE PER SQUARE FOOT)

#### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

#### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



### CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## CHESHIRE COUNTY

### INSULATION BOARD AND PAPER

UP TO 1/2" – PRICE PER SQUARE FOOT      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**VINYL COVE BASE: (PRICE PER LINEAR FOOT)**

WITHOUT MASTIC      \$ \_\_\_\_\_

WITH MASTIC      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**CAULKING COMPOUND (PRICE PER LINEAR FOOT)**

CAULKING COMPOUND      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**GLAZING COMPOUND (PRICE PER LINEAR FOOT)**

GLAZING COMPOUND      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)**

ASBESTOS SHINGLE SIDING      \$ \_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASPHALT ROOF (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

SHINGLE:      \$ \_\_\_\_\_

ROLL ROOFING:      \$ \_\_\_\_\_

ASPHALT BUILD UP      \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE:      \$ \_\_\_\_\_

#### **1000 SQUARE FEET OR MORE:**

SHINGLE:      \$ \_\_\_\_\_

ROLL ROOFING:      \$ \_\_\_\_\_

ASPHALT BUILD UP      \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE:      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

## CHESHIRE COUNTY

GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS      \$ \_\_\_\_\_

# HILLSBORO COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### **PIPE: (PRICE PER LINEAR FOOT)**

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	TOTAL \$ _____

### **PLASTER: (PRICE PER SQUARE FOOT)**

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	TOTAL \$ _____

### **FLOOR TILE: (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

# HILLSBORO COUNTY

## FLOOR TILE: (PRICE PER SQUARE FOOT)

### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## VINYL FLOOR: (PRICE PER SQUARE FOOT)

### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## HILLSBORO COUNTY

### INSULATION BOARD AND PAPER

UP TO ½" – PRICE PER SQUARE FOOT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**VINYL COVE BASE: (PRICE PER LINEAR FOOT)**

WITHOUT MASTIC \$ \_\_\_\_\_

WITH MASTIC \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**CAULKING COMPOUND (PRICE PER LINEAR FOOT)**

CAULKING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**GLAZING COMPOUND (PRICE PER LINEAR FOOT)**

GLAZING COMPOUND \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)**

ASBESTOS SHINGLE SIDING \$ \_\_\_\_\_

ASBESTOS PAPERS UNDERLAYMENT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

\*\*\*\*\*  
**ASPHALT ROOF (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_

#### **1000 SQUARE FEET OR MORE:**

SHINGLE: \$ \_\_\_\_\_

ROLL ROOFING: \$ \_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP  
WITH STONE: \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## HILLSBORO COUNTY

GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS \$ \_\_\_\_\_

# ROCKINGHAM COUNTY

## PROJECT MANAGER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR PROJECT MANAGER \$ \_\_\_\_\_

## ABATEMENT WORKER:

	EXAMPLE OF HOURS REQUIRED	PRICE PER HOUR	TOTAL
7:00 AM – 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
AFTER 3:30 PM, MONDAY THROUGH FRIDAY	150 HOURS	\$ _____	\$ _____
WEEKENDS AND HOLIDAYS	150 HOURS	\$ _____	\$ _____

TOTAL FOR ABATEMENT WORKER: \$ \_\_\_\_\_



## MATERIALS:

### **PIPE: (PRICE PER LINEAR FOOT)**

<u>AIRCELL</u>	< 6"	\$ _____	
	> 6"	\$ _____	
<u>CAL/MAG</u>	< 6"	\$ _____	
	> 6"	\$ _____	TOTAL \$ _____

### **PLASTER: (PRICE PER SQUARE FOOT)**

CEILINGS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	
WALLS:	WOOD UNDERLAYMENT	\$ _____	
	METAL UNDERLAYMENT	\$ _____	TOTAL \$ _____

### **FLOOR TILE: (PRICE PER SQUARE FOOT)**

#### **UNDER 1000 SQUARE FEET:**

FLOOR TILE	CONCRETE UNDERLAYMENT	\$ _____
	WOOD UNDERLAYMENT	\$ _____

PRICE PER SQUARE FOOT TO REMOVE CARPETING ON FLOOR TILE	\$ _____	TOTAL \$ _____
--	----------	----------------

# ROCKINGHAM COUNTY

## FLOOR TILE: (PRICE PER SQUARE FOOT)

### 1000 SQUARE FEET OR MORE:

FLOOR TILE CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON FLOOR TILE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## VINYL FLOOR: (PRICE PER SQUARE FOOT)

### UNDER 1000 SQUARE FEET:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_

### 1000 SQUARE FEET OR MORE:

VINYL FLOOR CONCRETE UNDERLAYMENT \$ \_\_\_\_\_  
WITH MASTIC  
WOOD UNDERLAYMENT \$ \_\_\_\_\_

PRICE PER SQUARE FOOT TO REMOVE CARPETING  
ON VINYL FLOOR \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## GYPSUM / DRYWALL (PRICE PER SQUARE FOOT)

CEILINGS \$ \_\_\_\_\_

WALLS \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## TRANSITE: (PRICE PER SQUARE FOOT)

(CEMENT ASBESTOS BOARD)

TRANSITE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_



## CEILING TILE: PRICE PER SQUARE FOOT

SUSPENDED: \$ \_\_\_\_\_

FIXED \$ \_\_\_\_\_

FIXED WITH GLUE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## INSULATION BOARD AND PAPER

**UP TO 1/2" – PRICE PER SQUARE FOOT**      \$ \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

### VINYL COVE BASE: (PRICE PER LINEAR FOOT)

WITHOUT MASTIC \$

WITH MASTIC    \$\_\_\_\_\_ TOTAL \$\_\_\_\_\_

### CAULKING COMPOUND (PRICE PER LINEAR FOOT)

CAULKING COMPOUND                      \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

### GLAZING COMPOUND (PRICE PER LINEAR FOOT)

GLAZING COMPOUND                      \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

### ASBESTOS SHINGLE SIDING (PRICE PER SQUARE FOOT)

ASBESTOS SHINGLE SIDING \$

ASBESTOS PAPERS UNDERLAYMENT \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

## ASPHALT ROOF (PRICE PER SQUARE FOOT)

### UNDER 1000 SQUARE FEET:

SHINGLE: \$\_\_\_\_\_

ROLL ROOFING: \$

ASPHALT BUILD UP \$

ASPHALT BUILD UP  
WITH STONE: \$\_\_\_\_\_

### 1000 SQUARE FEET OR MORE:

SHINGLE: \$

ROLL ROOFING: \$\_\_\_\_\_

ASPHALT BUILD UP \$ \_\_\_\_\_

ASPHALT BUILD UP		
WITH STONE:	\$	TOTAL \$

# ROCKINGHAM COUNTY

GRAND TOTAL FOR PROJECT MANAGER,  
ABATEMENT WORKER AND MATERIALS \$

# **EXHIBIT A - SCOPE OF SERVICES**

## **Asbestos Abatement & Related Work – Specification**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

General provisions of the Contract, including General and Supplementary Conditions and Other Division 1 Abatement Specification Sections, apply to the work of each of the Specification Sections.

#### **1.2 PROJECT SCOPE-OF-WORK/ACBM TO BE REMOVED**

General: All asbestos abatement work is to be completed in accordance with the requirements set forth herein. The scope-of-work includes the removal, transport, and disposal of designated asbestos-containing building materials (ACBM or asbestos-containing material, ACM) located at the \_\_\_\_\_ All work is to be completed in accordance with the schedules stated herein, in the Contract Documents, and as designated by the State of New Hampshire. It is essential that all work be phased and scheduled as required to facilitate the State of New Hampshire's renovation and upgrade work. All work is to be completed in strict accordance with applicable local, state, and federal codes and regulations and the requirements stated in this specification and Contract Documents.

Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. This abatement specification, along with other construction specification sections and drawings, shall be considered part of the Contract Documents.

A summary of work to be completed is provided below and includes an inventory of ACBM to be removed, packaged, transported, and disposed of in accordance with the Contract Documents.



Please note that, for any ACM scheduled to remain in the \_\_\_\_\_ **LOCATION** \_\_\_\_\_ care must be taken to avoid disturbance of these materials throughout the duration of this project.

Reference full inspection reports for discussions and additional information and limitations of the State of New Hampshire's survey.

Please note that all quantities listed in the following table are approximate only and shall be confirmed by Contractor prior to submittal of bid.

**ACBM REMOVAL WORK LISTING**

ACBM	Location	Approximate Quantity	EPA Category
	SAMPLE		



### **1.3 WORK SCHEDULES:**

All work shall be completed in accordance with the schedule requirements as indicated by the State of New Hampshire. All work shall be strictly coordinated and scheduled by the Contractor as indicated by and cooperation with the State of New Hampshire and the State of New Hampshire's industrial hygiene consultant (IH Consultant). Work will be phased as required to facilitate the State of New Hampshire's operations, general occupancy of the site, and general construction activity. Contractor must provide proposed daily schedules to the State of New Hampshire and IH Consultant for each phase of work and each State of New Hampshire work request. Adequate advance notice must be provided to the State of New Hampshire and the IH Consultant prior to any schedule changes. Start and completion dates for the work and specific phasing requirements must be submitted to the State of New Hampshire and the IH Consultant for approval.

### **1.4 CONTRACTOR ESTIMATES**

Estimates: Contractor pricing must be based on the Contractor's field measurements and assessment of the conditions and requirements of the Work, in addition to requirements of the Specification. Listings of ACBM and non-ACBMs and noted conditions for the work areas provided by the State of New Hampshire are intended for informational purposes to assist the Contractor in the Contractor's delineation of the work. It is the responsibility of the Contractor to verify all such project information as necessary to satisfy the Contractor as to the requirements of the work for each specific phase of the project. The Contractor must notify the State of New Hampshire and the IH Consultant of any conflicting information or clarifications required for the preparation of any bids, estimates, and submittal documentation. Unless otherwise stated by the State of New Hampshire, the Contractor is responsible for the removal of all designated ACBM, so designated by the State of New Hampshire

### **1.5 EXISTING CONDITIONS**

Prior to commencement of work, inspect areas in which work will be performed. Prepare a listing of damage to structure, surfaces, non-ACM insulations, equipment or surrounding properties that could be misconstrued as damage resulting from the work. Contractor is responsible for all damages to equipment, furnishings, finishes and building surfaces in the work area and adjacent caused by the Contractor during the course of abatement and general housecleaning. Use care to prevent damages to existing surfaces during installation of solid barriers, critical barriers and primary isolation barriers. Contractor is responsible for completing all repairs to damaged items/surfaces caused by the work. In addition, all tape, adhesive, and other staining and damage must be fully repaired by Contractor to meet or exceed existing conditions.

### **1.6 POTENTIAL ASBESTOS HAZARD:**

The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the buildings' atmosphere, thereby creating a potential health hazard to workmen and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies. Complete, and coordinate with the State of New Hampshire as applicable, all communication of hazards in strict accordance with 29 CFR 1926 and other applicable state and federal regulations for asbestos, PCB ballasts, mercury, fluorescent light bulbs, and other anticipated hazards. The Contractor shall coordinate with the State of New Hampshire and the IH Consultant to review all existing inspection records and testing results as needed.

## **1.7 CONTRACTOR USE OF PREMISES:**

General: The Contractor shall limit the use of the site to the work indicated, so as to allow for the State of New Hampshire operations and general construction activity. Confine operations at the site to the specified work areas of the Specification. Take all precautions necessary to protect the site, buildings, any occupants, and surrounding areas from work-related hazards during the construction period. Maintain building in a safe and structurally sound condition throughout the work. Maintain access to the public and other trades in designated areas (for example, stairwells) as indicated herein and as otherwise noted by the State of New Hampshire. Provide additional barriers and site security as needed to accommodate such access.

Install solid barriers to prevent unauthorized access and visibility from adjacent, public or State of New Hampshire-occupied areas as designated by the State of New Hampshire and using materials and construction methods approved by the State of New Hampshire. Contractor shall work in cooperation with, and coordinate all work with the State of New Hampshire and the IH consultant.

## **1.8 STOP WORK:**

If the State of New Hampshire or the IH Consultant presents a written or verbal stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by the State of New Hampshire and the IH Consultant.

## **1.9 PROJECT COORDINATION**

### **A. Administrative and Supervisory Personnel:**

Project Manager: Provide a full-time Project Manager who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.

- Experience and Training: The Project Manager must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of five (5) years on-the-job training in asbestos abatement procedures. The Project Manager must also have adequate experience working on similar projects.
- Accreditation/Qualifications: The project manager is to be (1) a Competent Person as required by OSHA in 29 CFR 1926, and (2) accredited and certified in accordance with the AHERA regulation 40 CFR Part 763, Subpart E, Appendix C; (3) licensed in accordance with NH Asbestos Management Rules, Chapter He-P 5000 and (4) able to communicate in English both orally and in writing.

### **B. Pre-Construction Conference:**

An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the State of New Hampshire prior to the start of work for each phase. This meeting will be held to review the scope-of-work, scheduling, coordination, and contractor plan of action and submittals, as applicable.

### **C. Daily Log:**

Daily Log: Maintain at the work area a daily log documenting the dates and time of but not limited to, the following items:

- Visitations; authorized and unauthorized
- Personnel entering and leaving the work area (name, certification, expirations) – use specification form.
- Special or unusual events, i.e. barrier breaching, equipment failures, accidents
- Documentation of (1) daily inspections and test results, (2) removal of any sheet plastic barriers, (3) inspections prior to application of encapsulation, enclosure or any other operation that will conceal the condition of ACMs or the substrate from which such materials have been removed, (4) removal of waste materials from work area and site, including exact number of waste bags/containers, (5) decontamination of work area and equipment, and (6) final inspection/air test results.

## **1.10 STANDARDS**

Applicability of Standards: It is the Contractor's responsibility to complete all work in accordance with (or exceeding) all applicable industry standards and guidelines. Except where Contract Documents include more stringent requirements, all applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Standards are made a part of the Contract Documents by reference. Where compliance with an industry standard is required, comply with the most current standards in effect as of date of Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer to the State of New Hampshire and IH Consultant any requirements that are different or conflicting; outline the more stringent requirement before proceeding.

Comply with applicable standards including, but not limited to, American National Standards Institute (ANSI) standards and American Society for Testing and Materials (ASTM) standards.

## **1.11 CODES, REGULATIONS, AND STANDARDS - ASBESTOS ABATEMENT**

Adhere to work practices and procedures set forth in applicable codes, regulations and standards. Obtain permits, licenses, inspections, and similar documentation, as well as payments and similar requirements associated with codes, regulations, and standards.

The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the State of New Hampshire and the IH Consultant harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

All work performed under this contract shall comply with applicable provisions, including most current versions, and not limited to the listed codes and regulations.

Federal Requirements: which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, including but not limited to: Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules	Respiratory Protection; Title 29, Part 1910 Section 134 of the Code of Federal Regulations
---	---

Title 29, Part 1910, Section 1001 and Part 1926, of the Code of Federal Regulations	Access to Employee Exposure and Medical Records Title 29, Part 1910, Section 2 of the CFR
--	--

Construction Industry Title 29, Part 1926, of the Code of Federal Regulations	Specifications for Accident Prevention Signs and Tags Title 29, Part 1910, Section 145 of the CFR
--	--

Hazard Communication  
Title 29, Part 1910, Section 1200 of the CFR

DOT: U. S. Department of Transportation, including but not limited to:

Hazardous Material Regulations  
Title 49, Part 171-180 Code of Federal Regulations

EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

Asbestos Abatement Projects; Worker Protection Rule  
Title 40 Part 763, Sub-part G of the Code of Federal Regulations

Asbestos School Hazard Abatement Reauthorization Act (ASHARA)  
Training Requirements of (AHERA) Regulation  
Asbestos Containing Materials in Schools Final Rule & Notice  
Title 40, Part 763, Sub-part E, Code of Federal Regulations

National Emission Standard for Hazardous Air Pollutants (NESHAPS)  
National Emission Standard for Asbestos, Title 40, Part 61, Sub-part A,  
and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations

State of New Hampshire Requirements: which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

- . Asbestos Management Rules, N.H. Admn. Rules Ch. He-P 5000
- . Asbestos Management and Control, N.H. Admn. Rules Ch. Env-A 1800
- . Asbestos Management and Control, N.H. RSA Ch. 141-E
- . Solid Waste Management Act, N.H. RSA Ch. 149-M and N.H. RSA Ch. 147-A
- . Solid Waste Rules, N.H. Admn. Rules Ch. Env-Wm 100-300 and 2100-2800

Local Requirements: Abide by all local requirement that govern asbestos abatement work or hauling and disposal of asbestos waste materials.

## **1.12 DEFINITIONS**

### **1.12.1 General Definitions**

General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the State of New Hampshire's representative", "requested by the "IH Consultant", and similar phrases. However, no implied meaning shall be interpreted to extend the IH Consultant's responsibility into the Contractor's area of construction supervision.

Approve: The term "approved," where used in conjunction with the State of New Hampshire or the IH Consultant's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the IH Consultant as indicated in the Contract Documents. Such approval or acceptances do not express or claim any certification of completeness, compliance, or approval of programs and documentation, including but not limited to review of analytical results, historical information, and interpretations. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

**Installer:** An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term "experienced," when used with the term "Installer" means having a minimum of 5 previous projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.

**Project Site** is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project.

**Testing Laboratories:** A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

**IH Consultant:** This is the entity employed or engaged as industrial hygiene consultant as described in the Contract Documents. All references to the State of New Hampshire's Consultant, Air Monitoring Consultant, or Consultant with regard to asbestos abatement in the Contract Documents in all cases refer to the IH Consultant. The IH Consultant will represent the State of New Hampshire during abatement and until final payment is due. The State of New Hampshire's representative may also constitute other persons representing the State of New Hampshire, other than the IH Consultant or consultant, as indicated by the State of New Hampshire. The State of New Hampshire's instructions to the Contractor will be made directly to the Contractor or forwarded through the IH Consultant.

**Project Manager** This is the Contractor's Representative at the work site. This person will be the Competent Person required by OSHA in 29 CFR 1926 and Project Manager/Foreman as required by the State of New Hampshire. Provide a licensed Project Manager at each individual work site during work.

#### 1.12.2 Definitions - Asbestos Abatement:

**Accredited or Accreditation** (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).

**Adequately Wet:** Means sufficiently mix or penetrate with liquid to prevent the release of particulate. If visible emissions are observed coming from the asbestos-containing material, then that material has not been adequately wetted. The absence of visible emissions is not sufficient evidence, or measure, of a material being adequately wet.

**Aerosol:** A system consisting of particles, solid or liquid, suspended in air.

**Air Monitoring:** The process of measuring the fiber content of a specific volume of air.

**Amended Water:** Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

**Asbestos:** The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

**Asbestos-Containing Material (ACM):** Any material containing more than 1% of asbestos of any type or mixture of types.

**Asbestos-Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or misc. ACM in or on interior structure or other parts of a building.

**Asbestos-Containing Waste Material:** Any material that is or is suspected of being or any material contaminated with an asbestos-containing material that is to be removed from a work area for disposal.

**Asbestos debris:** Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

**Authorized Visitor:** The State of New Hampshire, the IH Consultant, testing lab personnel, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.

**Barrier:** Any surface that seals off the work area to inhibit the movement of fibers.

**Breathing Zone:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

**Category I Non-Friable ACM:** means ACM packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos. Also see definition for Regulated ACM.

**Category II Non-Friable ACM:** means any non-friable ACM, except for Category I Non-Friable ACM.

**Ceiling Concentration:** The concentration of airborne substance that shall not be exceeded.

**Certified Industrial Hygienist (C.I.H.):** An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

**Contractor:** The general contractor or the general contractor's subcontractor engaged to perform asbestos related activities must be licensed by the State of New Hampshire, as applicable, and in accordance with NH Admn. Rule He-P 5000 and NH RSA 141:E. All workers and Project managers engaging in asbestos activity must also be trained and licensed in accordance with NH Admn. Rule He-P 5000 and 40 CFR Part 763 (ASHERA).

**Demolition:** The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

**Disposal Bag:** A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.

**Encapsulant:** A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

- **Bridging encapsulant:** an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- **Penetrating encapsulant:** an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- **Removal encapsulant:** a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.

**Encapsulation:** Treatment of asbestos-containing materials, with an encapsulant.

**Enclosure:** The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

**Excursion Limit:** Ensure that no employee is exposed to airborne concentrations of asbestos in excess of 1.0 fibers per cubic centimeter of air (1.0 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by PCM analysis in accordance with NIOSH Method 7400 and as indicated in 29 CFR Part 1926. Also referred to as the short-term exposure limit, (STEL).

**Filter:** A media component used in respirators to remove solid or liquid particles from the inspired air.

**Friable Asbestos Material:** Material that contains more than 1.0% asbestos and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry. This also includes materials which, when subjected to removal methods and other disturbances, may release fibers and dust due to the abatement actions.

**Glovebags:** Provide glovebags for removal of pipe insulation in accordance with 29 CFR Part 1926.

**HEPA Filter:** A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

**HEPA Filter Vacuum Collection Equipment (or vacuum cleaner):** High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

**High-efficiency particulate air filter:** (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 um in diameter or larger.

**Negative Pressure Respirator:** A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

**Permissible exposure limit (PEL):** the Contractor shall ensure that no employee is exposed to an airborne fiber concentration of asbestos in excess of 0.1 f/cc of air as an eight (8) hour time-weighted average (TWA) in accordance with 29 CFR Part 1926.

**Personal Monitoring:** Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

**Pressure Differential and Ventilation System:** A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.

**Protection Factor:** The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

**Regulated ACM (RACM):** RACM means friable ACM, Category I Non-friable ACM that has been rendered friable, Category I ACM that will be or has been subjected to sanding, cutting, grinding, or abrading (abrasive action), or Category II Non-friable ACM that has a high probability of becoming, or has become, crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of renovation or demolition operations. Grinding means breaking into small pieces or fragments.

**Repair:** Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.

**Respirator:** A device designed to protect the wearer from the inhalation of harmful atmospheres.

**Surfactant:** A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

**Time Weighted Average (TWA):** The average concentration of a contaminant in air during a specific time period.

**Visible Emissions:** Any emissions, coming from RACM, ACM, or ACM waste material, which is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

**Waste Shipment Record:** Means the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of ACM waste.

**Wet Cleaning:** The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

**Work Area:** The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.

## **1.13 NOTICES:**

### **1.13.1 U.S. Environmental Protection Agency**

Send proper written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS Contact - Reno/Demo Clerk - at least 10 working days prior to beginning any work which will directly or indirectly result in disturbance of asbestos-containing materials. Post notifications at job site.

#### 1.13.2 State and Local Agencies:

Send written notification as required by state and local regulations prior to beginning any work on asbestos-containing materials. At least 10 working days prior to the start of work, submit appropriate notification to the New Hampshire Department of Environmental Services, Air Resource Division, 64 N. Main Street, Concord, NH 03301. Post notifications at job site.

Notify all local emergency agencies of the abatement work to be completed as required. Obtain all necessary building permits as required.

#### 1.13.3 Permits

All asbestos containing waste is to be transported by an entity maintaining a current "DOT Common Hauler Permit" specifically for asbestos-containing materials, as required for transporting of waste asbestos-containing materials to a disposal site.

#### 1.13.4 Licenses:

Maintain current licenses as required by applicable state and local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract. Post all worker licenses at work area entrance.

#### 1.13.5 Posting and Filing of Regulations:

Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain at least one (1) copy of applicable federal, state and local regulations and standards at each job site. Post copies of the specification at the job site.

### **1.14 SUBMITTAL REQUIREMENTS**

#### 1.14.1 Submittal Schedule:

Submittals will be provided by the Contractor and as specified herein including (1) Preconstruction Submittal Documentation prior to start of work and (2) Project Closeout Submittals within 25 days upon completion of on-site work. Submit ongoing submittals as required herein and as specified by the State of New Hampshire and the IH Consultant. Provide at the job site a copy of all current submittal packages and related documentation. Ongoing submittals will also be submitted as required for the Pre-construction and Closeouts and may not be limited to:

- Schedule updating or modifications as needed, including description and explanations as applicable.
- Revise proposed methods of work procedures as required. Requests for revisions in work procedures must be approved by the State of New Hampshire and the IH Consultant.
- Updated notifications and permitting.
- Updated licenses and training records for all personnel at the site or for new personnel to work at the site

#### 1.14.2 Submittal Preparation

Package and furnish each submittal appropriately and include statements detailing minor variations and limitations. Include Contractor's certification that the submittal information complies with the Contract Document and Specification requirements. Two complete copies of each submittal package shall be furnished to State of New Hampshire in accordance with the schedules stated herein.

Submittal packages shall be in a neat and orderly fashion, will include an index, and shall be compiled in the order requested herein. Clearly mark and label all sections of the submittal documents.

Do not include, as part of the Submittal Package required herein, other documents not specifically detailed herein. Additional submittal documentation to be provided by the Contractor as the Contractor deems appropriate shall be submitted as a separate supplemental submittal package and marked as such.



Submittal packages that do not meet the requirements herein may not be accepted and will be returned to the Contractor for re-submission.

By “approval” or acceptance of submittals, the State of New Hampshire and the IH Consultant do not express or claim any certification of completeness, compliance, or approval of programs and documentation, not limited to review of analytical results, historical information, and interpretations.

Contractor is solely responsible for compliance with Specification and regulatory requirements associated with the work and submittal documentation.

#### 1.14.3 Preconstruction Submittal Documentation:

Provide the following Preconstruction Submittal Documentation prior to the start of each phase of work as indicated by IH Consultant:

- . Notifications: Copies of dated EPA, State, and local notifications.
- . Waste Hauler and Landfill Permits and notifications. Submit names, address, and licenses for the waste hauler and disposal facilities.
- . Names, addresses, experience, and references for any subcontractors the Contractor proposes to utilize for Work. State if any subcontractor asbestos workers or supervisors are to be used or whether only Contractor employees.
- . Names and 24-hour phone numbers/pagers for Project Manager and other key personnel for the Contractor.
- . List of personnel to be on-site. Copies of all company, Project Manager, and worker licenses and certifications required and in accordance with this Specification. Copies of current training certificates for workers and Project Managers.
- . Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area.
- . Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926. Certify the dates for primary and secondary HEPA filter changes for neg. air units.
- . Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project. Include supporting documentation of previous exposure monitoring on a sufficient number similar project and operations in accordance with OSHA requirements. Copy of written respiratory protection program.
- . Proposed schedule and phasing, containment layouts, and summary of approach and detail of any special work procedures to be used if not included or addressed in the abatement specification.
- . Material Safety Data Sheets: for all materials to be used on-site not limited to encapsulants, spray adhesives, etc. Note: It is Contractor's responsibility to notify other contractors in accordance with applicable OSHA regulations.
- . Contingency Plan: Prepare a site specific contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. The emergency contingency plan must be in accordance (meet or exceed the requirements of) with applicable OSHA requirements.
- . Other submittals required by the Contract Documents or as indicated by the State of New Hampshire.

#### 1.14.4 Closeout Submittals

At a minimum, the following Closeout Submittals will be provided upon substantial completion of each phase and prior to final completion of each phase of work.

- . Copies of daily logs in accordance with this specification; Copies of analytical results and calculations for all air sampling completed by the Contractor during the project. Copies of specification daily sign in sheets.
- . A copy of each waste manifest and chain-of-custody form, signed by the transporter and disposal facility operator, indicating that waste was packaged and disposed of properly. Include a description of any temporary storage facilities used including, dates, times, and locations of temporary storage. Note: In accordance with NESHAPS, submit all waste manifest documentation within 35 days from transport of waste from the site (provide interim submittals during the work as needed to comply with federal regulations).
- . Copy of the Pre-construction Submittals for the work. Do not submit personnel training and licensing documentation (other than daily log information) unless the information is not included in the original Preconstruction Submittal Documentation. Other submittals required by Contract Documents.

#### **1.15 AIR MONITORING:**

##### 1.15.1 Area Monitoring

Work Area Isolation: The purpose of the State of New Hampshire and the IH air monitoring is to aid in the detection of faults in the work area isolation such as:

- . Contamination of areas outside of the work area isolation barriers
- . Failure of filtration or rupture in the differential pressure system
- . Contamination of air outside the building envelop with airborne asbestos fibers.

Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the IH Consultant.

IH Consultant may monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations that may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

##### 1.15.2 Clearance Air Monitoring

Work Area Clearance: To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the IH Consultant will sample and analyze air per applicable regulations and this specification.

##### 1.15.3 Stop Action Levels:

Inside Work Area: Maintain an average airborne count in the Work Area of less than 0.10 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. In this event, stop all work, leave pressure differential system in operation, and coordinate with the State of New Hampshire and the IH Consultant as needed.

Outside Work Area: If any air sample taken outside of the Work Area exceeds the base line concentration levels, immediately and automatically stop all work except corrective action.

If it is determined by the IH Consultant that the high reading was the result of a failure of Work Area isolation measures initiate the following actions:

- Immediately erect new critical barriers as set forth herein to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (eg. wall, ceiling, floor).
- Decontaminate the affected area in accordance with the procedures stated herein.
- Require that respiratory protection as set forth herein be worn in affected area until area is cleared for re-occupancy in accordance with the work area clearance requirements.
- Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
- If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth herein at entry point to affected area.
- After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area.

If the high reading was the result of other causes initiate corrective action as determined by the State of New Hampshire and IH Consultant.

Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

#### 1.15.4 Analytical Methods:

The State of New Hampshire reserves the right to use either phase contrast microscopy (PCM) and/or transmission electron microscopy (TEM) to analyze air samples. PCM analysis will be performed using the NIOSH 7400 method at the job site or at an off-site laboratory. TEM will be used as the State of New Hampshire deems necessary and for analysis of samples collected for air clearance purposes. All TEM analysis will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 App. A.

#### 1.15.5 Schedule of Air Samples:

Prior to the start of work: The IH Consultant may collect air samples to establish a base line before start of work. Base line is an action level expressed in fibers per cubic centimeter that is twenty-five percent greater than the largest of the following:

- Average of the PCM samples collected outside each Work Area
- Average of the PCM samples collected outside the building
- 0.01 fibers per cubic centimeter

Daily: From start of work involving Temporary Enclosures through the work of Project Decontamination, IH Consultant may be collecting samples on a regular basis. Sampling will be completed inside and outside of the work area.

- At HEPA Exhaust areas
  - Non work-area portions of the building adjacent to Critical Barriers
  - At entrance to the Decontamination Unit Clean Room
  - At least one sample outside the building
  - Adjacent occupied areas of the building
- Clearances: See the Air Clearance Requirements.

#### 1.15.6 Laboratory Testing:

The services of a testing laboratory will be employed by the State of New Hampshire or the IH Consultant to perform laboratory analyses of the air samples. A microscope and technician will be set up at the job site, or samples will be sent overnight on a daily basis, so that verbal reports on air samples (PCM analysis) can be obtained within 24 hours. The Contractor will have access to all air monitoring tests and results. Results of all air monitoring tests will be available at the job site on a daily basis. Also see the requirements for air clearance testing. TEM sample analysis may take longer than 24 hours.

#### 1.15.7 OSHA Monitoring and Additional Testing:

Additional Testing: The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to the State of New Hampshire.

OSHA Compliance Monitoring: Contractor must provide for collection and laboratory analysis services of Contractor's OSHA personal exposure samples, including daily TWA and STEL monitoring.

### **1.16 TEMPORARY FACILITIES**

General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work. The State of New Hampshire must approve all connections to utilities and facility components. Provide temporary portable waste and power sources for all exterior work as indicated and coordinated with the State of New Hampshire.

#### 1.16.1 Water Service:

Temporary Water Service Connection: All connections to the State of New Hampshire's water system shall include back-flow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves, on fresh water supply lines outside the work area only, shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

Hot Water: as approved by the State of New Hampshire, may be secured from the building hot water system, provided back-flow protection is installed at point of connection as described in this section under Temporary Water Service connection, and if authorized in writing by the State of New Hampshire.

#### 1.16.2 Electrical Service:

General: Comply with applicable OSHA, NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Provide temporary power panels and extensions as required.

Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.

Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work. Provide sufficient power cords to complete the Work and for the IH Consultant to use as required for the performance of air monitoring and clearance testing.

Voltage Differences: Provide identification warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

#### 1.16.3 First Aid:

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

#### 1.16.4 Fire Extinguishers:

Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

#### 1.16.5 Execution

General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work. Coordinate all such work with the State of New Hampshire.

- . Require that tradesmen be licensed as required by local authorities.
- . Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

### **1.17 WORKER PROTECTION**

Comply with respiratory protection requirements as specified in this specification and applicable regulations. Provide worker protection as required by the most stringent OSHA and/or EPA regulations and industry standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

#### 1.17.1 Worker Training:

AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987. All training must be current. Workers that have training that expires during the work must either renew the training or must not be allowed to continue work until refresher training certification is provided.

All removal of thermal systems insulation is OSHA Class 1 asbestos work and shall be completed in strict accordance with 29 CFR Part 1926.1101. Recent EPA regulations and interpretations of certain nonfriable ACM, such as floor tile and mastic, define it as Category I nonfriable ACM. However, Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading is defined as Regulated ACM. The EPA NESHAPs regulation defines grinding as breaking into small pieces. In addition, OSHA defines ACM flooring abatement as Class II asbestos work. As such all flooring work must be completed in accordance with 29 CFR 1926.1101.

Train, in accordance with NESHAPs and 29 CFR 1926, all supervisors and workers in the dangers inherent in handling asbestos and breathing asbestos dust, in proper work procedures and personal and area protective measures, confined space, and other hazards anticipated during the work. All workers and supervisors must be licensed and certified as required by New Hampshire Admn. Rule He-P 5000 and other applicable State regulations. All workers must have adequate experience completing similar projects in accordance with New Hampshire and federal rules and regulations.

Train all workers in accordance with 29 CFR Part 1926 on the work place hazards present at the site, including but not limited to confined space entry, lock-out/tag-out, hazard communication, fall hazards, and other general construction hazards anticipated for the work.

#### 1.17.2 Medical Examinations:

Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour Time Weighted Average. In the absence of specific airborne fiber data provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926 and 29 CFR 1910.20. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

#### 1.17.3 Protective Clothing:

Coveralls: Provide cloth full-body coveralls and hats, and require that they be worn by all workers in the Work Area. Require that workers change out of coverall in the Equipment Room of the Personnel Decontamination Unit. Dispose of coverall as asbestos waste at completion of all work.

Other: Provide other personal protective equipment as required by OSHA regulations and industry standards, not limited to: hard hats, eye protective (goggles), gloves, fall safety, and footwear.

#### 1.17.4 Entering Work Area:

Each time Work Area is entered, remove all street clothes in the changing (clean) room of the personnel decontamination unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots. Only properly licensed/certified personnel shall enter the decontamination unit and work area. All personnel entering the work area must post their State license at the decontamination unit entrance.

#### 1.17.5 Decontamination Procedures:

Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:

- HEPA vacuum all gross debris from the protective clothing prior to entering the equipment room of the decontamination unit. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
- Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
- Carefully wash face piece of respirator inside and out. Each worker leaving the work area must shower completely with soap and water. Rinse thoroughly. Proceed from shower to clean room and change into street clothes or into new disposable work items.

#### 1.17.6 Within Work Area:

Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. Maintain proper use of personnel protective equipment.

#### 1.17.7 Respiratory Protection:

Provide sufficient respiratory protection in accordance with applicable OSHA requirements in addition to ANSI, NIOSH, and MSHA standards. Select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits.

Instruct and train each worker involved in asbestos abatement or maintenance and repair of asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered and as required for other toxic or oxygen-deficient situations encountered.

Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 1910.134. 29 CFR 1926.

CGA -Compressed Gas Association, Inc., New York, Pamphlet CGA G-7,"Compressed Air for Human Respiration", and Specification CGA G-7.1 "Commodity Specification for Air".

ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1992, and most current revisions.

NIOSH - National Institute for Occupational Safety and Health  
MSHA - Mine Safety and Health Administration

Respiratory Protection Program: Comply with ANSI Z88.2 - 1992 (and most current revisions) "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, until the area has been cleared for re-occupancy.

Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used must be half-face negative pressure respirator with high efficiency filters during pre-cleaning and abatement of nonfriable ACM and PAPR's during abatement of friable ACM. Provide and complete all necessary fit testing for respiratory protection in strict accordance with applicable OSHA regulations.

In the event that applicable OSHA PEL's (8-hour TWA and 30-minute STEL) are exceeded, stop work. Do not recommence work until work procedures, including use of engineering controls, are modified to maintain exposures within the acceptable PEL's.

### **1.18 TEMPORARY ENCLOSURES**

Work areas are to be considered contaminated during the work and shall be completely isolated from other parts of the building such that asbestos fibers cannot pass through or beyond the perimeters of the work area and into non work areas. Should areas beyond the work area become contaminated with asbestos as a result of the Contractor's work, the Contractor shall be responsible for cleaning non-work areas as required. All costs including cleaning, decontaminating, monitoring and testing shall be borne by the contractor. Contractor shall construct temporary containment enclosures in each work area as required in the Contract Documents and as required by the State of New Hampshire or the IC Consultant. Prior to proceeding with work of each of the following Specification Sections, coordinate and complete inspections of the work in progress with the IH Consultant as indicated and requested by the State of New Hampshire and the IH Consultant. Proceed with work sequentially as listed or indicated.

Prior to conducting pre-cleaning work, completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the decontamination and cleaning procedures indicated in this Specification. Perform all such required cleaning or decontamination at no additional cost to the State of New Hampshire.

Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation. The State of New Hampshire and/or the State of New Hampshire's representative will remove of all uncontaminated, non-fixed equipment, furniture, and other items from the Work Areas. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

Complete all lock-out and tag-out of power and air handling systems to, and within, the Work Area. Coordinate all lock-out and tag-out with the State of New Hampshire. Provide lock-out and tag-out in strict accordance of applicable OSHA regulations. Complete lock-out and tagging of all other equipment and systems as needed to complete the work in a safe manner. Coordinate with the State of New Hampshire and local fire department authorities the handling of heat and smoke detectors in the work areas, including sealing of detectors during work and removal of seals at the completion of work or shifts.

## **1.19 REGULATED ACM**

All ACM (and ACBM) to be removed during the Work of the Contract Documents shall be handled as Regulated ACM (RACM). This is based on the types of ACBM present, conditions of the material, anticipated impact of removal and decontamination methods, and other related conditions.

## **PART 2 - PRODUCTS**

### **2.1 RELATED DOCUMENTS**

General provisions of the Contract, including General and Supplementary Conditions and other Division 2 Abatement Specification Sections, apply to the work of each of this Section.

### **2.2 PRODUCTS**

Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use and in strict compliance with appropriate standards. Do not bring products, materials, and equipment to the State of New Hampshire's site or State of New Hampshire work areas that are damaged or contain construction or potential contaminated debris.

Warning Signs, Caution Signs and Demarcation: Provide all demarcation, warning signs, caution signs, and other postings required for the work and in accordance with State and federal codes and regulations.

Polyethylene Sheet: Provide single polyethylene film in the largest sheet size possible to minimize seams, in 6.0 mil thickness, clear or black as indicated.

Duct Tape: Provide duct tape in 3" widths with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Foam Pack: Provide foam pack for sealing small crevices and cracks at critical barriers as required. All foam packs must be approved by the State of New Hampshire and local authorities, not limited to the Fire Department.

Scaffolding: Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

- Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.

- Provide a nonskid surface on all scaffold surfaces subject to foot traffic.

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

Wetting Materials: For wetting prior to disturbance of Asbestos-Containing Materials use either amended water or a removal encapsulant:

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the Asbestos-Containing Material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of ACM. Use a material that results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended. Assure all encapsulant materials are compatible with replacement materials prior to application.





Fans: Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

HEPA Filters: Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame. Certify most recent dates for filter changes and approximate hours of usage.

Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.

Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3  $\mu\text{m}$  dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.

Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

Pre-filters: which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. Provide units with the following pre-filters:

First-stage pre-filter: low-efficiency type (e.g., for particles 100  $\mu\text{m}$  and larger)

Second-stage (or intermediate) filter: medium efficiency (eg. effective for particles down to 5  $\mu\text{m}$ )

Provide units with pre-filters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

Provide appropriate charcoal pre-filters during all work involving use of solvents to minimize odors. Allow HEPA units to run for a sufficient period of time after use of solvents to allow for adequate number of air changes and filtration.

Instrumentation: Provide units equipped with:

- Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed

- A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the

- Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point

- Elapsed time meter to show the total accumulated hours of operation

Safety and Warning Devices: Provide units with the following safety and warning devices:

Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter

Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge

Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge)

Audible alarm if unit shuts down due to operation of safety systems

Electrical components: Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

**Monitoring:** Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area. Maintain accurate records of time and locations of testing on-site and in daily logs.

## **2.4 AUXILIARY GENERATOR**

As deemed necessary by Contractor's OSHA asbestos- competent person, provide a gasoline-powered self-starting generator with a capacity adequate to power a minimum of 50% of the HEPA filtered fan units in operation at any time during the work as needed for emergency use and backup.

## **PART 3 - EXECUTION**

### **3.1 RELATED DOCUMENTS**

General provisions of the Contract, including General and Supplementary Conditions and other Division 2 Abatement Specification Sections, apply to the work of this Section.

### **3.2 TEMPORARY ENCLOSURES**

#### **3.2.1 Control Access:**

Isolate the Work Area to prevent entry by building occupants and the public into Work Area or surrounding controlled areas. Notify the State of New Hampshire of all doors and other openings that must be secured to isolate Work Area. Access to stairwells and building exits must be maintained as indicated by the State of New Hampshire and State of New Hampshire's representatives Construct work area containments and isolation barriers as required allowing for State of New Hampshire operations and as approved by the State of New Hampshire and State of New Hampshire's representatives.

Secured Access: Arrange Work Area so that the only access into Work Area is through securable doors to personnel and equipment decontamination units.

Solid Construction Barriers: Provide solid construction barriers as indicated by the State of New Hampshire to prohibit unauthorized access and visibility by adjacent occupants and public. At a minimum provide solid barriers as necessary to isolate all work areas with abatement activity that is conducted during periods of operation.

Provide Warning Signs at each door and barrier leading to Work Area reading as follows:

LEGEND

DANGER  
KEEP OUT  
BEYOND THIS POINT  
CONSTRUCTION WORK  
IN PROGRESS

Immediately inside door (leading to Work Area) and outside all accessible critical barriers post an manufactured caution sign, approximately 20 inch by 14 inch, displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED  
IN THIS AREA

#### **3.2.2 Respiratory and Worker Protection:**

Before proceeding beyond this point in providing Temporary Enclosures:

- . Provide Worker Protection per specification and regulatory requirements
- . Provide Respiratory Protection per specification and regulatory requirements
- . Provide Decontamination Units per specification and regulatory requirements

#### **3.2.3 Water Service:**

Hot water shall be supplied at a minimum temperature of 100 F. Supply hot and cold water to the Decontamination Unit as required herein. Supply water as required for work of the project.

Maintain hose connections and outlet valves in leak-proof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

#### 3.2.4 Electrical Service:

Provide all required lock out and tag out of all existing power in the work areas as required by OSHA and industry standards. Coordinate all such work and related requirements with the State of New Hampshire. Use licensed electrician in accordance with local codes and regulations for all electrical service work.

**Temporary Electrical Panel:** Provide temporary electrical panel as needed sized and equipped to accommodate all electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Locate temporary panel as directed by the State of New Hampshire. Protect each circuit with a GFCI of proper size located in the temporary panel. Do not use outlet type GFCI devices.

#### 3.2.5 Critical Barriers:

Completely separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, roof exhausts, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting and other fixtures, as applicable, to avoid melting or burning of sheeting, as applicable.

#### 3.2.6 Pressure and Circulation in the Work Area and Decontamination Units:

Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.

**Relative Pressure in Work Area:** Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of: 0.02 inches of water. Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area. Maintain accurate records of time and locations of testing on-site and in daily logs.

Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work Area.

#### 3.2.7 Circulation in the Work Area and Decontamination Units:

**Determining the Air circulation Requirements:** Provide a fully operational air circulation system supplying a minimum of the following air circulation rate: 8 air changes per hour. Provide a minimum of two additional air units for emergency purposes.

#### 3.2.8 Exhaust System:

Exhaust all units from the Work Area (to outside of the building) to meet air circulation requirement of this section. Vent to outside of building, unless authorized by the State of New Hampshire and the IH Consultant. Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources. Contractor shall be responsible for all temporary construction required to seal off exhaust penetration points for security and critical barrier purposes.

#### 3.2.9 Use of Pressure Differential and Air Circulation Systems:

Demonstrate operation of the pressure differential system including, but not limited to, the following: plastic barriers and sheeting move lightly in toward Work Area; curtain of decontamination units move lightly in toward Work Area; noticeable movement of air through the Decontamination Unit; use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room; use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed; use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, duct work or outside. Note: Provide continuous manometer measurements and printouts for all work performed adjacent to public occupied spaces if such spaces are occupied during the work.

Use of System During Abatement Operations: Start fan units before beginning work (before any asbestos-containing material is or may be disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete and the air clearance criteria has been met as required herein. Do not turn off units at the end of the work shift or when abatement operations temporarily stop. Do not shut down air pressure differential system during encapsulating procedures. Supply sufficient pre-filters to allow frequent changes.

Start cleaning and abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and fan units are operating again. At completion of abatement work, allow fan units to run as specified under Project Decontamination requirements, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air.

When a final visual inspection of all accessible areas and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters.

### 3.2.10 Pre-Clean Work Area:

Pre-clean all work area surfaces using HEPA vacuums and wet wiping. As applicable, detach all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on or which may be impacted during work. Do not complete any work that may result in disturbance to the ACM until all other work area preparations are completed. Coordinate all such work with the State of New Hampshire. Complete the following after installation of (1) critical barriers, (2) pressure differential/air filtration systems, and (3) decontamination facilities as indicated below and in other Specification Sections.

- ❑ Pre-clean fixtures and equipment in the work area as needed and then seal non-removable fixtures and with polyethylene sheeting. Provide a minimum of 12" of overlap, sealed with spray adhesive and duct tape on both flap ends, on all joints in the barriers. Do not damage materials and items to be covered.
- ❑ Coordinate with State of New Hampshire and the IH Consultant for the handling of any other hazard materials or conditions encountered during the work.
- ❑ PCB Ballasts: All ballasts encountered which do not have PCB-Free labels affixed to the ballast shall be handled as PCB-containing. The State of New Hampshire is to reuse lighting and fixtures. Clean, decontaminate materials of asbestos and dust for reuse by the State of New Hampshire. If leaking ballasts are encountered, properly package the material and immediately notify the State of New Hampshire and the IH Consultant.
- ❑ All fluorescent light bulbs and thermostat switches in the building may contain mercury. Do not damage bulbs and switches. Save all such materials for reuse by the State of New Hampshire following decontamination by Contractor. In the event any bulbs or switches break, package, labeled, and transport materials for disposal of in accordance with current local, State, and Federal regulations as indicated by the State of New Hampshire and in accordance with Contract Documents. Provide waste manifests to the State of New Hampshire within 30 days of shipment for all fluorescent light bulbs disposed. In lieu proper hazardous waste determinations, waste shall be assumed to be hazardous and handled accordingly. Bulbs that are to be disposed are subject to applicable hazardous waste rules. Bulbs that are broken may not be recycled and must be disposed of. See below sections.
- ❑ Coordinate handling of heat and smoke detectors with the State of New Hampshire and Local Fire Department. Include written description of handling of such detection equipment and existing sprinklers in the notification to the local emergency authorities, as applicable.
- ❑

### 3.2.11 Primary Barrier:

Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.

**Primary Barrier Sheet Plastic:** Protect floor surfaces with a minimum of 2 layers of 6-mil plastic sheeting on floors. Provide additional floor protection as required to prevent damage to carpets and other existing flooring surfaces to remain after construction. Protect all existing wall, ceiling (non-ACM), fixed equipment, and other building surfaces with a minimum of 1 layer of 6-mil plastic sheeting in addition to critical barrier systems as needed to protect building surfaces. For areas with flooring abatement (flooring only and removed as nonfriable), provide a minimum of 48" (extending up from the floor) polyethylene sheeting barrier as a splash-guard. For friable removal work all walls, floors, and ceilings must be covered with 6-mil sheeting.

Provide a minimum of 12" of overlap, sealed (poly-to-poly) with spray adhesive and duct tape on both flap ends, on all joints in the barriers. Extend floor sheeting up adjoining walls a minimum of 18 inches. Do not place seams at, or within 18" of any wall, ceiling, or floor joints. Stagger all joints by at least 18 inches.

Protect all existing building surfaces and fixed equipment/items, also including non-ACM insulations in the work areas, with a minimum of 2 layers of 6-mil plastic sheet as required to maintain existing conditions and to prevent contamination, water damage, or other damages due to the work. Provide a minimum of 12" of overlap, sealed with spray adhesive and duct tape on both flap ends, on all joints in the barriers.

Provide and install transparent inspection windows in the containment barriers as indicated by the IH Consultant. Maintain inspection window clean of debris to allow for inspection of work in progress.

### 3.2.12 Ventilation Systems

Coordinate with the State of New Hampshire and/or the State of New Hampshire's representatives, shut-down and lock-out/tag-out of all air handling equipment either in or running through the work areas. Seal all ducts and equipment with primary barriers as indicated above and in applicable Specification Sections, in addition to OSHA requirements. Isolate and shut down air systems in work area during abatement.

### 3.2.13 Stop Work:

If the Critical or Primary Barrier falls or is breached in any manner stop work immediately and repair the breach as required. Do not start work until authorized by the IH Consultant. Any contamination and/or suspect contamination, as determined by the State of New Hampshire and the IH Consultant, resulting from a breach in the barriers or other neglect by the Contractor shall be thoroughly abated in accordance with this Specification at no additional cost to the State of New Hampshire.

### 3.2.14 Decontamination Units:

Provide personnel and equipment decontamination facilities and require that the personnel decontamination unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the equipment decontamination unit. Provide portable shower units, sufficient for personnel decontamination in accordance with State of New Hampshire and OSHA regulations, and cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter and final filter.

- . Primary Filter - Passes particles 20 microns and smaller
- . Secondary Filter - Passes particles 10 microns and smaller
- . Final Filter - Passes particles 5 micron and smaller

Do not discharge filtered water unless testing and permitting has been completed as applicable in accordance with State and local requirements.

Provide a personnel decontamination unit contiguous to the Work Area consisting of a serial arrangement of connected rooms or spaces, changing (clean) room, shower room, equipment room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry/ exit.

Personnel decontamination units may be constructed out of wood, metal, or plastic supports as necessary. The units must be completely sealed and water-tight. A minimum of 2 layers of 6-mil polyethylene sheeting shall be installed on all interior walls and floors in the unit. Install all sheeting in the manner indicated for critical and primary barriers in this specification. Install black sheeting as necessary for privacy. Construct each section of the unit with sufficient size to adequately accommodate decontamination and other work activities.

Construct the unit such that traffic out of the Work Area proceeds (1) into the equipment room, (2) through an airlock, (3) into the shower room, (4) through an airlock, (5) into the clean room, and (6) exit the containment system. Install air locks between the clean room, shower room, and equipment room. At a minimum, air-locks must be 24" in length. Install polyethylene sheeting in the air-locks in the same manner as noted above.

Clean Room: Do not allow any asbestos-contaminated material in this room. Access is only from the non-work area (or non-containment areas) or from the shower room after complete decontamination.

Shower Room: Shower room shall contain one or more showers with proper fixtures and hot and cold water supply. Provide an adequate supply of soap, shampoo, and towels for personnel entering the work area. Collect all shower water and filter through the primary, secondary, and final filters. Provide additional protective coverings as needed to protect the building surface from water or humidity damage. Provide water source continuously and during all phases of work.

Flap Doors: Provide flap doors separating each section of the unit. Fabricate from two (2) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. One sheet shall be secured at the top and left side, the other sheet at the top and right side.

Provide an equipment decontamination unit contiguous to the Work Area consisting of a serial arrangement of connected rooms or spaces, constructed in the manners indicated for the personnel decontamination unit. Require all materials, equipment, other contaminated items used during the work, and waste containers to exit through the equipment decontamination unit.

Clean debris and residue from inside of Decontamination Units on a daily basis. Damp wipe or hose down all surfaces after each shift change. If the clean room of the personnel decontamination unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former clean room as an inner section of the new equipment room.

Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED  
IN THIS AREA

Adequately secure door to entrance of decontamination unit at the completion or each shift.

### **3.2.15 Containment Locations**

Construct and install containment barriers around each work area as coordinated and indicated by the State of New Hampshire and the IH Consultant. Provide access and adequate airflow to all other areas of the building and mechanical areas. Coordinate with the State of New Hampshire the isolation of mechanical equipment to be abated during each phase of the work.

Coordinate with the State of New Hampshire and the IH Consultant (as indicated) for placement of containments within buildings to be abated to facilitate pipe renovations and tie-in's.

All exterior containment barriers and work areas will be placed and demarcated as directed by the State of New Hampshire and the IH Consultant, and in accordance with the final State approved site plan for exterior abatement.

### **3.3 REMOVAL OF ASBESTOS-CONTAINING MATERIALS**

#### **3.3.1 Inspections:**

Prior to commencing Work of this Section, the affected Work Area(s) must pass an inspection by the IH Consultant to document that sufficient area preparations are completed. Commence with Work of this Section only after authorization is received from the IH Consultant. Maintain all work area isolation and controls during work of this section. The Contractor is responsible for conducting routine and regular inspections of surrounding areas beneath, as applicable, and adjacent to the work areas for containment breeches and leaks. The Contractor is responsible for completing any clean up and decontamination work that is necessitated due to breeches and leaks as determined by the State of New Hampshire and the IH Consultant.

#### **3.3.2 Secondary Barrier:**

Over any floors and surfaces beneath ACBM to be removed in the work areas, install as a drop cloth a clear 6-mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Install Secondary Barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift. Remove Secondary Barrier at end of each work shift or as work in an area is completed. Carefully pack in disposal bags.

#### **3.3.3 Other Hazardous Materials or Conditions**

Immediately notify the State of New Hampshire and the IH Consultant, and other contractors at the site of any other hazardous or potentially hazardous materials or conditions encountered during the work.

#### **3.3.4 Wet Removal - General:**

Thoroughly wet ACBM to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Maintain materials as adequately wetted during Work and as required by NESHAPS. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant (use amended water for wetting unless otherwise approved by IH Consultant). Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water to penetrate material and seams thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions.

Where necessary, carefully strip away while simultaneously spraying amended water on the insulation to minimize dispersal of asbestos fibers into the air. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels. Do not allow ACBM to dry out. As it is removed, simultaneously pack material into appropriate disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to the equipment decontamination unit for further cleaning and packaging.

#### **3.3.5 Airborne Fiber Counts:**

General: Use work procedures that result in 8-hour TWA and STEL airborne fiber counts less than the required limits established by OSHA and as described herein. If airborne fiber counts exceed this level immediately mist the area with amended water to lower fiber counts and revise work practices and engineering controls to maintain level within the required limits.

#### **3.3.6 Gross Removal of Breeching Insulation and Boiler Jacket Insulation Debris:**

Coordinate shut-off and lockout of systems with the State of New Hampshire as applicable. Take precautions to avoid burns and heat stress when working in areas of hot equipment and excessive heat as applicable. Comply with all confined space work safety procedures in accordance with 29CFR Part 1910.146. Provide all proper personal protective equipment, worker training and written programs in accordance with current OSHA requirements. Pre-clean work area surfaces with HEPA vacuums and wet wiping. Non-ACBM insulation shall be pre-cleaned, sealed in primary barriers and left in place unless otherwise designated by the State of New Hampshire. Complete work within regulated area, install full containment barriers, and using drop cloth barriers.

Remove fiberglass in contact with the ACBM as asbestos contaminated waste.



Spray insulation material with a mist of amended water. Allow amended water to saturate material to substrate. Remove fiberglass (and other non-ACBM insulation) in contact with the ACBM as asbestos contaminated waste. With a second worker holding a waste bag below the area to be worked on, remove job-molded boiler jacket and breeching insulation in chunks and hand place into a disposal bag. Spray amended water continuously such that ACM is adequately wetted. Do not drop any material or allow material or water to fall on to the floor or other lower surfaces. Remove any residue on substrate with stiff bristle nylon hand brush. Again, place all waste directly into a waste bag. Cut back (and remove as asbestos waste) all fiberglass (and non-ACBM) insulation within 6" of ACBM insulation removed. Install wet wrap over all remaining ACBM edges and non-ACBM cutback edges.

Fully clean all dust and debris in the work area, including but not limited to suspect debris, and other dust. Horizontal surface areas immediately surrounding the ACBM boiler jacket and breeching insulation removal areas and all areas where ACBM is and was present shall be cleaned. Use wet wiping and HEPA vacuums to conduct the cleaning. Do not cause visible emission.

### **3.3.7 Boiler ACBM**

As applicable, comply with all confined space work safety procedures in accordance with 29CFR Part 1910.146. Provide all proper personal protective equipment, worker training and written programs per current OSHA requirements.

After completion of gross removal and cleaning operations (and passing preliminary visual inspection by IH Consultant), remove the outer boiler casing within the containment area. Fully clean all exterior casing using wet wiping and HEPA vacuuming. Store and cover with polyethylene sheeting in the work area and place into temporary storage area(s) as approved by the State of New Hampshire. Once the exterior casing is removed, fully remove all insulation and gasket as ACBM and assumed-ACBM unless otherwise stated by the State of New Hampshire and the IH Consultant based on proper testing to be performed as the State of New Hampshire deems in its best interest. In lieu of IH Consultant testing of suspect material, such materials will be handled as, and removed as, ACBM as stated herein. Coordinate all such testing of suspect material encountered with IH Consultant. Provide a minimum of 48 hour advance notice of requested testing by IH Consultant.

Fully disassemble and demolish entire boiler as needed to remove and properly dispose of all assumed ACBM and confirmed ACBM insulation, gasket, packing, gun burner cement, and other ACBM within and on the boiler. In the event that suspect ACBM is encountered during disassembly and demolition of the boiler unit, assume that such suspect material is ACBM and conduct removal operations in accordance with this specification. Update all local, state and Federal notifications as necessary.

### **3.3.8 Gross Removal of Ceiling Troweled on Surfacing Material**

Spray surfacing material with a mist of amended water. Allow amended water to saturate material to substrate. With a second worker holding a waste bag below the area to be worked on, remove troweled on ceiling surfacing material in chunks and hand place into a disposal bag. Spray amended water continuously such that ACM is adequately wetted. Do not drop any material or allow material or water to fall on to the floor or other lower surfaces. Remove any residue on substrate with stiff bristle nylon hand brush. Again, place all waste directly into a waste bag. Install wet wrap over all remaining ACBM edges.

Fully clean all dust and debris in the work area, including but not limited to suspect debris, and other dust. Horizontal surface areas immediately surrounding the troweled on ceiling surfacing material removal areas and all areas where ACBM is and was present shall be cleaned. Use wet wiping and HEPA vacuums to conduct the cleaning. Do not cause visible emission.

## **3.4 INITIAL CLEAN-UP WORK:**

Once gross removal is completed, clean all visible debris on the substrate and primary barrier using HEPA vacuums, scrub brushes, and wet-wiping. Do not allow materials to dry out. As material is removed and clean-up is completed, simultaneously pack wetted material into proper waste disposal bags or package as noted above. For waste bags, twist the neck of the bags, bend the neck over, and seal with a minimum of three wraps of duct tape. Clean the outside of the bags with wet wiping and HEPA vacuum and move to the wash down station in the Equipment Decontamination Unit. Once washed clean, place the clean disposal bags into a second asbestos disposal bag and seal the bag in the same manner as the first. Bags will then be transported from the work area to the asbestos waste dumpster. Note: Waste dumpster must remain labeled and locked at all times when loading is complete or idle.

Label waste dumpsters in accordance with 29 CFR 1910.145: Legend

DANGER  
ASBESTOS DUST HAZARD  
CANCER & LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY

Change all filters on the pressure differential systems and properly dispose of as asbestos waste. Maintain adequate filtration and pressure differential during all filter changes.

### **3.5 PROJECT DECONTAMINATION**

General: Complete decontamination of the Work Area following asbestos abatement in accordance with regulatory requirements and industry standards.

Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.

Work of This Section includes cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:

- . Primary and Critical Barriers
- . Decontamination Unit
- . Pressure Differential System

Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floors, and contractor equipment and materials) of the Work Area, and all other furniture or equipment in the Work Area.

#### **3.5.1 Start of Work:**

Previous Work: During completion of the asbestos abatement work specified in other sections, all Secondary Barriers of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place and fully operational: primary barriers, critical barriers, decontamination units, and pressure differential/air filtration systems.

#### **3.5.2 First Cleaning:**

First Cleaning: Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. (Note: A HEPA vacuum may fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

Provide adequate lighting on all surfaces being cleaned, sufficient number of ladders as applicable, sufficient number of personnel misting the area as needed, and adequate numbers of HEPA vacuum equipment.

Contractor's Testing: At the completion of the above cleaning visually inspect all surfaces. Reclean if any dust, debris, etc. is found. Inspect the area and if any debris or dust is found, repeat the cleaning. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced-air equipment.

Remove all filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with specification requirements. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain Pressure Differential System in operation for adequate settling period.

### 3.5.3 Second and Third Cleaning:

Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning. Remove all drop-cloth layers of polyethylene sheeting on the floor leaving one layer of the primary barrier remaining. Clean newly exposed areas as outlined above. Third Cleaning: Carry out a third cleaning of all surfaces in the same manner as the first cleaning. Change filters on pressure differential systems and properly dispose of as asbestos waste. Allow for sufficient settling period prior to clearance testing. Complete additional cleaning as required.

### 3.5.4 Visual Inspection:

Accompanied by the IH Consultant, perform a complete visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. During visual inspection sweep entire work area including walls, ceilings, ledges, floors, and other surfaces in the room with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). If any debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. Visual inspection is complete when the area is visually clean, and if after sweeping of all surfaces with leaf blower, no debris, residue, dust or other material is found.

Provide adequate lighting during the visual inspection. Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Encapsulation of substrate: After successful visual inspection, perform encapsulation of substrate as directed. Only apply encapsulant materials that are compatible to any replacement materials to be installed. Owner, General Contractor, and IH Consultant must approve all encapsulants to be applied. Maintain Pressure Differential System in operation during encapsulation work.

### 3.5.5 Clearance Testing:

Air clearance sampling will be conducted by the IH Consultant in strict accordance with State of New Hampshire regulations and as required below. Air clearance testing will not be completed until the work area has adequate air changes and surfaces have had sufficient time to dry.

### 3.5.6 Removal of Work Area Isolation:

Only after all requirements of this section and the work area clearance sections have been met and verified by the IH Consultant. Remove all Primary Barrier sheeting and equipment decontamination unit(s), leaving only: critical barriers, personnel decontamination unit, and operational pressure differential/air filtration systems. Properly dispose of sheeting as asbestos-waste. Use care to prevent damage to building surfaces and materials during tear down. All damages to surfaces and materials shall be repaired by Contractor unless otherwise noted and agreed to in writing by the State of New Hampshire.

Re-inspect all work area surfaces and adjacent areas for any dust and debris that may have originated from the work. With critical barriers and pressure differential/air filtration systems still in place and in operation, clean all surfaces using HEPA-vacuums and wet-wiping as required and until all surfaces are clean of visible debris. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.

Remove personnel decontamination unit. Remove the critical barriers and properly dispose of as asbestos-waste. Remove any small quantities of residual material found upon removal of critical barrier plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection.

If ACBM or suspect ACBM debris is encountered during containment tear down, the entire area affected shall be decontaminated as specified herein using newly installed critical barriers and negative pressure. Once fully cleaned, remove all equipment, materials, debris from the work site. Dispose of all asbestos-containing waste material as specified herein.

### 3.5.7 Final Cleaning:

General: Complete work upon completion of Removal of Work Area Isolation as required above. This cleaning is now being applied to existing room conditions. Take care to avoid water marks or other damages. Wet-wipe and HEPA vacuum surfaces in the work area until clean and free from dust and debris. Complete final cleaning in accordance with the project close-out requirements.

### **3.6 WORK AREA CLEARANCE**

#### **3.6.1 Contractor Release Criteria:**

The Work Area is cleared when the Work Area meets the visual inspection criteria described in the project decontamination sections of this specification and airborne asbestos structure concentrations have been reduced to the level specified below.

#### **3.6.2 Air Monitoring:**

To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the IH Consultant will secure samples and analyze them according to the procedures stated herein. Contractor must provide at least 48 hours advance notice to the IH Consultant for any clearance testing or other inspections required, or for any changes to existing schedules.

#### **3.6.3 Analytical Method:**

The number and volume of air samples taken will be as determined by the Consultant and will be in accordance with the applicable current State and Federal regulations. Sample volumes given may vary depending upon the analytical instruments used. Phase Contrast Microscopy will be used for analysis of clearance samples collected. The State of New Hampshire reserves the right to collect and analyze TEM clearance samples. TEM clearance methods and clearance criteria will be as stated in 40 CFR Part 763 (AHERA).

#### **3.6.4 Laboratory Testing:**

The services of a testing laboratory will be employed by the State of New Hampshire to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, or samples will be sent daily by overnight mail, so that verbal reports on air samples can be obtained within 24 hours (Monday through Fridays).

Air clearance samples will be collected by the IH Consultant in all containment areas using aggressive sampling techniques in accordance with State of New Hampshire regulations.

#### **3.6.6 PCM Air Clearance Testing:**

After completion of all cleaning work, clearance samples will be collected inside the Work Area and analyzed as described below. Each sample will be collected on a 25mm sample cassette with a nonconductive extension cowl and 0.8 micron pore size, mixed cellulose ester filter media. The detection limit for final clearance samples will be at least 0.005 fibers per cubic centimeter (f/cc).

Analysis: Fibers on each filter will be measured using the NIOSH Method 7400 entitled "Fibers" published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement, August 1987. Fibers referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used.

For work areas requiring PCM clearance testing only: When every Work Area sample collected is at or below the 0.01 f/cc then work will proceed including remaining work area clearance work and close-out requirements. A minimum of 2 samples will be collected in each Work Area. If any sample is above 0.01 f/cc then the decontamination is incomplete and re-cleaning per the specification is required. The Contractor shall be responsible for all costs for each subsequent and additional round of PCM analysis required until the clearance criteria is met.

Release Criteria: Decontamination of Work Areas requiring PCM air clearance testing only is complete when every Work Area sample collected is at or below the 0.01 f/cc. If any sample is above 0.01 f/cc then the decontamination is incomplete and re-cleaning per this specification is required. The Contractor shall be responsible for all costs for each subsequent and additional round of PCM analysis required until the clearance criteria is met.

#### **3.6.7 TEM Air Clearance Testing:**

As deemed necessary by the State of New Hampshire, TEM air clearance testing will be completed in the work area after completion of all cleaning work; a minimum of 13 samples will be taken and analyzed as follows:

- Samples will be collected at 9.9 liters per minute (LPM);
- A minimum of 5 samples inside of the work area and 5 samples outside of the work area will be collected;
- A minimum of 1200 liters of air will be collected for each sample, and samples will be collected simultaneously.
- A total of 3 blanks will be used in accordance with AHERA for each work area clearance.

Each sample will be collected on a 25mm sample cassette with a nonconductive extension cowl and 0.45 micron pore size, mixed cellulose ester filter media. Analysis will be performed using the analysis method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A. Asbestos Structures referred to in this Section include asbestos fibers, bundles, clusters or matrices, as defined by method of analysis.

Release Criteria: Decontamination of the work site is complete if either of the following condition is met:  
Work Area Samples are below filter background levels:

- All Work Area sample volumes are greater than 1,199 liters for a 25 mm. sampling cassette.
- The average concentration of asbestos on the five Work Area Samples does not exceed the filter background level of 70 structures per square millimeter of filter area.

If these conditions are not met then the decontamination is incomplete and the cleaning procedures shall be repeated.

The Contractor shall be responsible for all costs for each subsequent and additional round of TEM analysis required until the clearance criteria is met. Note, if a work area fails to meet the clearance criteria and in the event that the Contractor requests (Contractor must notify the State of New Hampshire and the IH Consultant in writing within 24 hours of the clearance analysis) the use of the Z-test clearance criteria in accordance with 40 CFR Part 763, then the Contractor will be responsible for the costs for analyzing the 5 outside samples and 3 blanks in the event that the results Z-Test Method still fails to meet the clearance criteria. All such costs shall be deducted by the State of New Hampshire from final payment(s) to the Contractor.

Termination of Analysis: if the arithmetic mean (average) asbestos concentration on the blank filters (if analyzed) exceeds 70 structures per square millimeter of filter area the analysis will cease and new samples collected.

### **3.7 DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL**

#### **3.7.1 General:**

Asbestos-containing waste materials and debris which is packaged in accordance with the provisions of this Specification may be disposed of at designated sanitary landfills when certain precautions are taken not limited to: notice to appropriate EPA Regional Offices and notice and permit from appropriate State and local agencies are completed.

Waste disposal site(s) must be properly licensed, permitted, and qualified to accept and handle ACM waste in accordance with all applicable local, State, and federal codes and regulations.

#### **3.7.2 Disposal:**

Comply with the following sections during all phases of this work: worker protection requirements and respiratory protection requirements. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

Carefully load all containerized asbestos-containing waste material on sealed and lined trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the materials.

All materials are to be properly containerized in one of the following: (1) Two 6 mil disposal bags, or (2) Two 6 mil disposal bags and a fiberboard drum, or (3) as otherwise indicated in the final approved site plan for exterior work. Do not store disposal bagged material outside of the work area. Take bags or drums from the work area directly to a sealed truck or dumpster. Glovebags shall not be used as waste disposal bags.

The State of New Hampshire will provide a designated location for placement of proper waste dumpster. Waste dumpster(s) will not be allowed to remain at the job site for longer than 72 hours upon completion of each phase (work area) of work by the Contractor. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification. During loading and unloading, properly demarcate and label dumpster on all 4 sides. Dumpster shall be sealed, labeled and locked during all non-loading periods. Line waste dumpster with a minimum of 2 layers of 6 mil polyethylene sheeting and such that a minimum total of 20 mils of lining exists (including waste bags).

In accordance with NESHAPs and State regulations, advise the landfill operator or processor in advance of transport, of the quantity of material to be delivered. At disposal site unload containerized waste: At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, leave in truck and clean entire truck and contents using procedures set forth herein. Retain receipts from landfill or processor for materials disposed of. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to the State of New Hampshire and the IH Consultant. Properly package, transport and dispose (or recycle) all any hazardous waste generated during the abatement work in accordance with the most current local, State and federal rules and regulations. Coordinate with the State of New Hampshire and the State of New Hampshire's representatives for existing EPA hazardous waste generator number or obtain new identified number(s) in accordance with current regulations.

Provide copy of waste shipment record (complete to date) to the State of New Hampshire and the IH Consultant prior to removing waste from the site. Provide final copy of completed waste shipment record to the State of New Hampshire and the IH Consultant within 30 days of removing waste from the site.

### **3.8 RESTORATION AND REPLACEMENT**

Conduct restoration and replacement work in accordance with the Contract Documents and provide certification that all materials used in the construction, restoration, renovation and other work are asbestos-free. Repair all damaged surfaces, tape damage, adhesive and other damages resulting from the work or other damages caused by the Contractor as indicated by the State of New Hampshire to meet or exceed existing conditions, and as otherwise stated in the Contract Documents.

### **3.9 ASBESTOS PROJECT CLOSEOUT**

Before requesting inspection for certification of Substantial Completion, complete the following: complete all abatement and decontamination, interim or ongoing submittal requirements, final air clearance requirements, and removal of containment barriers.

Before requesting final inspection for Final Acceptance, complete the following: (1) Submit Closeout Submittals and (2) complete any remaining punch-list items. The State of New Hampshire will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the State of New Hampshire and the IH Consultant.

Record Specifications: Maintain one complete copy of the Specification, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.

#### **Execution:**

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities". Complete all final, general house-keeping and cleaning in the work areas in accordance with such activities in accordance with 29 CFR Part 1910 and 29 CFR Part 1926, as applicable. Remove temporary protection and facilities installed for protection or security of the work during construction. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the State of New Hampshire's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner. Where extra materials of value remaining after completion of associated Work have become the State of New Hampshire's property, arrange for disposition of these materials as directed.

Conduct all other related work, non-asbestos work, and general construction activity in accordance with the Contractor Documents.

**Client  
Site  
Work Area**

**ASBESTOS CONTRACTOR DAILY SIGN IN SHEET**

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Site Supervisor Name: \_\_\_\_\_ NH State License No: \_\_\_\_\_

Site Supervisor Training No/Expiration: \_\_\_\_\_ NH State License Exp: \_\_\_\_\_

Work Area: \_\_\_\_\_

Activity Performed During Shift: \_\_\_\_\_

Name	NH Lic. Number	Lic. Expiration	Training Number	Train Expiration
		<b>SAMPLE</b>		

**STATE OF NEW HAMPSHIRE  
INSURANCE REQUIREMENTS**

COVERAGE IS REQUIRED IF CHECKED BELOW      MINIMUM LIMITS REQUIRED

**COMPREHENSIVE GENERAL LIABILITY**

**INCLUDING:**

- ( ) \$500,000.00  
 ( ) \$1,000,000.00  
☒ \$2,000,000.00  
 ( ) Other: \_\_\_\_\_  
☒ Per Occurrence

1. ( ) Fire Legal Liability
2. ☒ Broad Form Property Damage
3. ☒ Premises Operation
4. ☒ Products and Completed Operations
5. ☒ Owners and Contractors Protective
6. ( ) Explosion and Collapse
7. ( ) Underground Hazards
8. ☒ Independent Contractors
9. ( ) Personal and Advertising Injury

**AUTOMOBILE**

10. ☒ Any Auto ( ) \$250,000/\$500,000/\$100,000
11. ( ) Employee Liability Endorsement ( ) \$500,000/\$1,000,000/\$100,000
12. ( ) Garage Liability ☒ \$1,000,000

**13. ☒ WORKERS COMPENSATION AND  
EMPLOYERS LEGAL LIABILITY**

- ☒ N.H. Statutory  
☒ \$100,000 Bodily Injury by  
 accident per employee  
 ( ) \$100,000 Bodily Injury by  
 disease per employee  
 ( ) \$500,000 Bodily Injury by  
 disease policy limit

14. ( ) Professional Liability ( ) \$1,000,000.00  
 ( ) \$2,000,000.00

15. ( ) Builders Risk; With Completed Value,  
Replacement Cost Endorsement

**MINIMUM LIMITS REQUIRED**

16. ( ) Installation Floater (Equipment)

17. ( ) Riggers Liability (Moving Equipment)

18. ☒ Other: The State Of New Hampshire  
named as an additional insured



Subject: \_\_\_\_\_

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. Identification and Definitions.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)			
By: _____		Director, On: _____	
1.17 Approval by Attorney General (Form, Substance and Execution)			
By: _____		Assistant Attorney General, On: _____	
1.18 Approval by the Governor and Council			
By: _____		On: _____	
<p><b>2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.</b> The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").</p>			
<p><b>3. EFFECTIVE DATE: COMPLETION OF SERVICES.</b></p> <p>3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date").</p> <p>3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.</p>			
<p><b>4. CONDITIONAL NATURE OF AGREEMENT.</b> Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.</p>			

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

**7. PERSONNEL**

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

**8. EVENT OF DEFAULT, REMEDIES.**

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

8.2.5 Information Technology Contracts. The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price, and shall not include consequential damages. This limitation shall not apply to Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

(a) death, bodily injury or damage to real or personal property.

(b) misappropriation or infringement of any intellectual property including but not limited to any U.S. patent or copyright or any unauthorized use of any trade secret;

(c) losses accruing to any and all contractors, subcontractors, materials, men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies to Contractor in connection with the performance of this Agreement;

(d) personal injury;

(e) disclosure of confidential information; or

(f) failure to meet applicable statutes, regulations, codes or guidelines.

This provision shall not be subject to any modification; however, the State may modify this provision for a particular project and any language modifying this provision shall appear in the Request for Proposal.

reserved to the State. This covenant shall survive the termination of this Agreement.

**9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

**14. INSURANCE AND BOND.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby